

Tax

Fountain

23PTB402

(3)

SCHEDULES FOR MASTER AGREEMENT FOR LICENSED
SOFTWARE, HARDWARE AND SERVICES

The attached Schedules Numbered IN2003.030.03 are made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2003.030 between Manatron, Inc. and the undersigned Customer (the "Agreement").

By and Between	And
MANATRON, INC. 510 E. Milham Avenue Portage, Michigan 49002 ("Manatron")	FOUNTAIN COUNTY, INDIANA 301 Fourth Street Covington, Indiana 47932 ("Customer")
Attention: Vicky Mergen, Manager of Contract Administration Telephone No.: (866) 471-2900 ext. 197 Fax No.: (269) 567-2930 E-mail Address: vicky.mergen@manatron.com	Attention: Colleen Chambers Telephone No.: (765) 793-2243 Fax No.: (765) 793-5027 E-mail Address:

The parties have executed these Schedules as of the dates set forth below their respective signatures.

MANATRON, INC.

By: Paul Mergen
(Signature)Is: President CEO
(Title)Date: February 16, 2006Witnessed: Matthew Mergen
(Signature)Date: February 16, 2006

FOUNTAIN COUNTY, INDIANA

By: Robert J. Jewell
(Signature)Is: Fountain Co. Comm
(Title)Date: 2-16-06By: David Thack
(Signature)Is: Fountain Co. Comm
(Title)Date: 2-16-06By: Lowell M. DeBarn
(Signature)Is: Fountain Co. Comm.
(Title)Date: 2-16-06

Witnessed: _____

Date: _____

SIGNATURE PAGE

Date: February 2, 2006 ti

SOFTWARE SCHEDULE FOR FOUNTAIN COUNTY, INDIANA

Schedule No. IN2003.030.03 to the Master Agreement for Licensed Software, Hardware and Services. This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2003.030 between Manatron, Inc. and the undersigned Customer (the "Agreement").

SOFTWARE					
Software Description	Model Number	QTY	Unit Price	Total Price	Office
Manatron Recorder (MIRRS) - Additional Users	MVPMIRRS	2	\$ 1,500.00	\$ 3,000.00	Auditor
- Indexing and Receipting only					
Total Software Fees:					\$ 3,000.00

SOFTWARE USE RESTRICTIONS: Two Additional Indexing and Receipting Users

TERM OF SOFTWARE SCHEDULE: This Schedule shall expire upon the completion of the installation of the Software and the payment of all fees as specified in this Schedule.

Date: February 2, 2006 it

THIRD-PARTY SOFTWARE SCHEDULE FOR FOUNTAIN COUNTY, INDIANA

Schedule No. IN2003.030.03 to the Master Agreement for Licensed Software, Hardware and Services. This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2003.030 between Manatron, Inc. and the undersigned Customer (the "Agreement").

THIRD-PARTY SOFTWARE				
Software Description	QTY	Unit Price	Total Price	Office
Microsoft SQL - Additional Clients	2	\$ 184.00	\$ 368.00	Auditor
Uniface Runtime - Additional Users	2	\$ 300.00	\$ 600.00	Auditor
Total Third-Party Software Fees:			\$	968.00

All quoted fees for Third-Party Software are valid for 60 days from the date of this Schedule.

TERM OF THIRD-PARTY SOFTWARE SCHEDULE: This Schedule shall expire upon the completion of the installation of the Third-Party Software and the payment of all fees as specified in this Schedule.

Date: February 2, 2006 tl

MAINTENANCE AND SUPPORT SERVICES SCHEDULE FOR FOUNTAIN COUNTY, INDIANA

Schedule No. IN2003.030.03 to the Master Agreement for Licensed Software, Hardware and Services. This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2003.030 between Manatron, Inc. and the undersigned Customer (the "Agreement").

SOFTWARE SUPPORT SERVICES			
Software Product	Model Number	Annual Price	Office
Manatron Recorder - Indexing and Receipting	MVPMIRRS	\$ 960.00	Auditor
Microsoft SQL - Additional Clients		\$ 360.00	Auditor
Uniface Runtime - Additional Users		\$ 210.00	Auditor
Total Software Support Services Fees:		\$	1,530.00

CUSTOMER MAY BE REQUIRED TO PROVIDE ON-SITE ASSISTANCE VIA TELEPHONE FOR REMEDIAL HARDWARE AND/OR SOFTWARE MAINTENANCE OR SUPPORT.

THIRD-PARTY SOFTWARE SUPPORT: Manatron will be the primary interface through direct communications with vendors, manufacturers and service providers of the Third-Party Software. As part of first-level support, Manatron shall diagnose errors or problems reported by Customer. If the errors or problems are determined by Manatron to be related to the Third-Party Software, Manatron shall contact the appropriate service to provide for the Third-Party Software and to provide assistance in connection with the resolution of the error or problem.

TERM OF SUPPORT SERVICES SCHEDULE: Support Services shall commence on the first of the month next following Installation and shall continue for an initial period of thirty-six (36) months. This Schedule shall renew automatically for additional terms of twelve (12) months unless either party provides the other written notice of termination ninety (90) days prior to the expiration date of the initial term or any subsequent twelve-month term. If Support Services are discontinued by Customer or terminated for any period, and Customer desires to reinstate such services, Customer shall pay all annual support fees in arrears, in addition to the then-current annual support fee.

DELAYED BILLING FEES: If Customer is billed on a monthly or quarterly basis for Software Support Services Fees, Customer shall pay Manatron an annual delayed billing fee equal to the greatest of 5% of the total Software Support Services or Three Hundred Dollars (\$300.00). The delayed billing fee may be paid in equal monthly installments.

Date: February 2, 2006 it

PROFESSIONAL SERVICES SCHEDULE FOR FOUNTAIN COUNTY, INDIANA

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PROFESSIONAL SERVICES					
GENERAL DESCRIPTION OF SERVICES	Model Number	Days/Qty	Unit Price	Total Price	Office Auditor Estimated Completion Date
Software Installation	INSAPP	1	\$ 500.00	\$ 500.00	Office Auditor TBD
Total Professional Services Fees:				\$ 500.00	

TERM OF PROFESSIONAL SERVICES SCHEDULE:

Conversion

Manatron will provide conversion services to "move" all current data from the County's present system to Manatron's. All data must be delivered in Manatron's prescribed format. If not delivered to Manatron in prescribed format then conversion will be billed at the then current rate in effect plus travel related expenses. Only Manatron application software data will be converted. Data maintained in any third party software product (Fasport, word processing, spreadsheet, etc.) will be re-entered by the Customer.

CABLING/NETWORKING – Not included in contract

The County has the following options:

Manatron will provide a certified subcontractor on-site.
County is responsible for cabling networking or hiring a certified subcontractor

CONSULTATION/TRAINING SERVICES					
DESCRIPTION	Model Number	Days/Qty	Total Price	Office Auditor	Estimated Completion Date
None					
Total Consultation/Training Services Fees:				\$ -	

All Professional & Consultation/Training Services Fees are quoted at the current rate and are subject to increase without notice.

PROFESSIONAL & CONSULTATION/TRAINING SERVICES PAYMENT TERMS: Professional & Consultation/Training services fees are due and payable after Manatron performs such service in accordance with Manatron's invoice(s) that shall be sent to the Customer. Customer is responsible for all travel-related expenses associated with Manatron's Professional & consulting/training services.

ADDITIONAL PROFESSIONAL CONSULTATION/TRAINING SERVICES PAYMENT TERMS: Manatron shall provide professional & training services to Customer in the amounts identified above. Any additional Professional or Training days requested by Customer shall be billed, as used, at the rate in effect at the time of service. Customer is responsible for all travel-related expenses associated with Manatron's Professional & consulting/training services.

GENERAL PROVISIONS:

- (1) Customer shall provide a suitable room or space where training can be conducted in an uninterrupted manner;
- (2) All Customer personnel to be trained should have adequate job coverage to ensure uninterrupted training sessions;
- (3) Up to six hours of training are included in a "full day" of training;
- (4) Customer acknowledges the importance of receiving the training provided herein and shall use all commercially reasonable efforts to ensure that said training is fully completed;
- (5) Manatron recommends one (1) person per PC/Terminal; and
- (6) Class size not to exceed twelve (12) trainees.

Date: February 2, 2006 dl

SUMMARY SCHEDULE FOR FOUNTAIN COUNTY, INDIANA
Schedule No. IN2003.030.03 to the Master Agreement for Licensed Software, Hardware and Services. This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2003.030 between Manatron, Inc. and the undersigned Customer (the "Agreement").

ONE TIME FEES	
DESCRIPTION	Total Price
HARDWARE	\$ -
THIRD-PARTY SOFTWARE	\$ 968.00
SOFTWARE	\$ 3,000.00
PROFESSIONAL SERVICES (Billed as Used)	\$ 500.00
DATABASE HOSTING	
Total One Time Fees - Plus Freight:	\$ 4,468.00

Payment Terms for One Time Fees: Manatron will invoice 100% of the Hardware and Third Party Software upon receipt by Customer. Manatron shall invoice 25% of the Software on agreement execution (signing), 60% on the Installation Date and 15% on Acceptance, in accordance with Section 8.1 of the Master Agreement, except for those instances in which the total Software amount is less than \$10,000, in which case said amount shall be invoiced 100% on installation. Professional Services fees are due and payable after Manatron performs such service in accordance with Manatron's invoice(s) that shall be sent to the Customer. Customer is responsible for all travel-related expenses associated with Manatron's consulting/training services. The fees set forth in this Agreement do not include any amounts for taxes. Unless Customer provides Manatron with proof of exemption therefrom, Customer shall pay all applicable taxes levied by any tax authority based upon this Agreement, the Software, Hardware and/or any Professional Services performed by Manatron, excluding any taxes based upon Manatron's income.

It shall be Customer's sole obligation to challenge the applicability of any tax. If Customer shall become subject to tax at any time following the execution of this Agreement, Manatron shall have the right to assess the tax liability applicable under this Agreement to Customer and Customer agrees to pay Manatron for such tax liability within thirty (30) days after receiving written notice of such tax liability from Manatron.

ONGOING FEES	
DESCRIPTION	Total Price
SOFTWARE SUPPORT SERVICES	\$ 1,530.00
Total Ongoing Fees:	\$ 1,530.00

Payment Terms: Hardware Maintenance Services shall be invoiced annually, in advance, commencing on the first day of the month next following the date of Hardware installation or the commencement of Hardware Maintenance Services, whichever is earlier. If Manatron utilizes a third-party equipment maintenance services provider, Manatron shall be entitled to change any price charged to Customer for Hardware maintenance services upon thirty (30) days prior to the next invoicing cycle) written notice in order to pass through to the Customer any price increases or decreases which the Hardware maintenance services provider may from time to time make. Manatron shall be entitled to increase any price charged to Customer for Hardware maintenance services provided by Manatron upon thirty (30) days prior written notice to Customer, no more than once every twelve (12) month period under this Agreement.

Payment Terms: Software Support: Support fees are due and payable in advance of each annual term and subject to increases as defined in section 8.2 of the Master Agreement.

Date: February 2, 2006 tl

APPENDIX B
HARDWARE REQUIREMENTS

Server Components		Minimum Requirements	Recommended Configuration
Processor:	3GHz Intel Xeon	Dual 3.6GHz Intel Xeon	
Memory:	1GB of RAM (servers not running an RDBMS) 2GB of RAM (servers running an RDBMS)	1GB of RAM (servers supporting one application) 2GB of RAM (servers supporting multiple applications)	
Disk Subsystem:	Wide Ultra160 RAID Controller RAID Level 5 Drive (Three or more 10,000 RPM Disk Drives) 24x CD-ROM Drive 20/40GB DLT Tape Drive	Wide Ultra320 RAID Controller(s) RAID Level 1 Drive (Two 15,000 RPM Disk Drives) Operating system and memory swap file RAID Level 1 Drive (Two 15,000 RPM Disk Drives) RDBMS Logs RAID Level 5 Drive (Three or more 15,000 RPM Disk Drives) RDBMS Data and Image Data Redundant Power Supply 40/80 DLT Tape Drive or Library	
Software:	Windows 2000 or Windows 2003 Server SQL Server 2000 Veritas Backup Exec 9.x PCAnywhere 11.x	eTrust Antivirus	
Workstation Components		Minimum Requirements	Recommended Configuration
Hardware:	2.8 GHz Pentium IV 512MB of RAM 17" Monitor (1024x768 resolution) 20GB Disk Drive 100Mbit PCI bus Ethernet Card 24X CD-ROM Drive	3.6 GHz Pentium IV 1GB of RAM 19" Monitor (1024-768 resolution) 40GB Disk Drive 100Mbit PCI bus Ethernet Card DVD-ROM Drive	
Software:	Windows 2000 Professional PCANYWHERE (one host per office)	Windows XP Professional Snagit, Printkey, or other equivalent screen capture utility Crystal Reports	
Network Components		Minimum Requirements	Recommended Configuration
Network:	Category 5 UTP cable ran to each Ethernet device 100Mbit Switched Ethernet for all devices		
APPLICATION SPECIFIC SPECIFICATIONS (CUSTOMER is responsible for site preparation and for providing a dedicated phone line)			
Application		Minimum Requirements	Recommended Configuration
Recorder	Printers: HP4250N w/additional 64MB Eltron TLP 2844 w/Black Line Sensor	Printer: HP8150DN w/additional 128MB	
Recorder w/ Imaging	Printers: HP 8150N w/additional 64MB Monitors: 1280X1024 resolution 19" Monitor, view only 21" Monitor, scanning Scanners: Canon DR-3060 Adaptec 2940 SCSI Card w/appropriate cable	Printers: HP 8150DN w/additional 128MB Monitors: 1280X1024 resolution 21" Monitor, scanning Scanners: Canon DR-5020 Fujitsu M3097DG	